

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

IN THE PORTER SUPERIOR COURT
CAUSE NO. 64D01-0606-PL-4994

STATE OF INDIANA,)
)
 Plaintiff,)

v.)

EDWARD B. ARMSTRONG, and)
D & C HOME CONSTRUCTION, LLC,)
)
 Defendants.)

FILED
IN OPEN COURT

SEP 22 2006

Steve V. Carter
JUDGE PORTER SUPERIOR COURT

CONSENT JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendants, Edward B. Armstrong and D & C Home Construction, LLC, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendants of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position the Defendants violated Indiana's Deceptive Consumer Sales Act and the Home Improvement Contract Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

RELIEF ORDERED

6. The Defendants are permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

- a. Failing to provide a consumer with a written, completed home improvement contract, which includes at a minimum the following:
 - i. The name of the consumer and the address of the residential property that is the subject of the home improvement;
 - ii. The name and address of the Defendants and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
 - iii. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
 - iv. A reasonably detailed description of the proposed home improvements;
 - v. If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the

consumer's separate written and dated approval of the specifications;

- vi. The approximate starting and completion date of the home improvements;
 - vii. A statement of any contingencies that would materially change the approximate completion date;
 - viii. The home improvement contract price; and
 - ix. Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.
- b. failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;
 - c. failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
 - d. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have, which the Defendants know or reasonably should know it does not have;

- e. representing, expressly or by implication, the consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendants know or should reasonably know the representation is false;
- f. representing, expressly or by implication, the Defendants are able to start or complete a home improvement within a stated period of time, or when no time period is stated, within a reasonable time, when the Defendants know or should reasonably know they cannot; and
- g. soliciting or engaging in a home improvement without a license or permit required by law.

7. The Defendants' contract with Consumer Stephen Madaras is hereby cancelled pursuant to Ind. Code § 24-5-0.5-4(d).

8. Pursuant to Ind. Code § 24-5-0.5-4(c)(2), the Defendants shall pay consumer restitution in the amount of Three Thousand Dollars (\$3,000.00) to the Office of the Attorney General, on behalf of Stephen Madaras of South Bend, Indiana.

9. The Defendants shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5 -0.5-4(c)(3), the amount of One Thousand Five Hundred Dollars (\$1,500.00), representing the Plaintiff's costs of investigating and prosecuting this action.

10. The Defendants shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5-0.5-4(g) and Ind. Code § 24-5-0.5-8, the amount of Two Thousand Dollars (\$2,000.00), representing civil penalties for the Defendants' knowing and intentional violations of the Deceptive Consumer Sales Act.

11. The Defendants shall not engage in business as home improvement suppliers, until the monetary provisions of this judgment are fully satisfied. Furthermore, the Defendants shall not resume business as employees, individuals, owners, principals, or investors in any subsequent business or corporation engaged in business as home improvement suppliers, until the monetary provisions of this judgment are fully satisfied. For the purposes of construing this Consent Judgment, the term "home improvement supplier" shall have the meaning found in Ind. Code § 24-5-11-6, and mean "a person who engages in or solicits home improvement contracts." The term "home improvement contract" shall have the meaning found in Ind. Code § 24-5-11-4, and mean "an agreement, oral or written, between a home improvement supplier and a consumer to make a home improvement and for which the contract price exceeds One Hundred and Fifty Dollars (\$150.00)." Finally, the term "home improvement" shall have the meaning found in Ind. Code § 24-5-11-3, and mean "any alteration, repair, or other modification of residential property."

A total monetary judgment in the amount of Six Thousand Five Hundred Dollars (\$6,500.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Edward B. Armstrong and D & C Home Construction, LLC.

CONTINUING JURISDICTION


12. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent Court obtaining jurisdiction over the Defendants based upon a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment and is deemed to be a proper venue for interpretation and enforcement of this agreement. The Defendants waive any objection regarding a Court's jurisdiction to punish for contempt and agrees to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this 18th day of September, 2006.


STEVE CARTER
Indiana Attorney General
Attorney no. 4150-64


EDWARD B. ARMSTRONG

By:

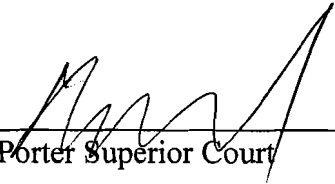

Terry Tolliver
Deputy Attorney General
Attorney No. 22556-49

By:

D & C HOME CONSTRUCTION, LLC

EDWARD B. ARMSTRONG, Owner

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this _____ day of _____, 2006.


Judge, Porter Superior Court

Distribution:

Terry Tolliver
Office of the Attorney General
302 West Washington Street, IGCS 5th Floor
Indianapolis, IN 46204

Edward B. Armstrong
17930 Indian Prairie Road
White Pigeon, MI 49099

D & C Home Construction, LLC
c/o Edward B. Armstrong
17930 Indian Prairie Road
White Pigeon, MI 49099

03/12/2011

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MAILED TO ARMSTRONG/0011
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